IN THE HIGH COURT OF PUNJAB AND HARYANA AT CHANDIGARH

CWP No. 11939 of 2006
Date of decision 17 .7 .2007

O.P.Punia .. petitioner

Versus

U.H.B.V.N. and others .. Respondents

CORAM: HON'BLE MR. JUSTICE M.M. KUMAR
HON'BLE MR. JUSTICE AJAY KUMAR MITTAL

PRESENT: Mr.R.N.Lohan, Advocate for the petitioner
Mr. Gaurav Mohunta, Advocate

M.M.Kumar, J.

The petitioner who was working as Chartered Accountant with the Uttar Haryana Bijli Vitran Nigam, Jind (for brevity the 'UHBVN') and has superannuated on 28.2.2003 has approached this Court by filing the instant petition under Article 226 of the Constitution with a prayer for quashing order dated 9.2.2006 (Annexure P.9) and order dated 3.5.2006 (Annexure P.10) passed by the UHBVN rejecting his claim for reimbursement of medical allowance amounting to Rs. 30,387/-. The petitioner has also prayed for issuance of a direction to the respondents to release an equal amount of Rs. 30387/- which is the medical expenditure incurred by him on the treatment of his wife at Medical Institute at Rohtak (for brevity PGIMS) alongwith interest.

The case of petitioner is that his wife Har Nandi who is patient of Chronic Myeloid Leukemia had remained admitted at PGIMS from 15.09.2004 to 20.9.2004 on a reference made by the Civil Surgeon, Jind on 11.9.2004. She was again admitted at PGIMS from 13.10.2004 to 15.10.2004 as indoor patient. Thereafter she was advised to visit the hospital for follow up treatment. She attended the PGIMS for follow up

treatment on 3.1.2005, 20.1.2005, 17.2.2005 and 17.3.2005. She purchased medicines on the prescription given by doctor from Sai Medical Centre on the afore mentioned dates amounting to Rs.4689/-, Rs..6834/-, Rs. 7493/- and Rs. 10921/- respectively which were duly verified by the Registrar, Department of Medicine, PGIMS, Rohtak. Thereafter, the petitioner submitted the bill for reimbursement before respondent no.1 who has rejected the same vide orders dated 9.2.2006 and 3.5.2006 on the ground that the claimant has been receiving fixed medical allowance in cash.

A perusal of the endorsement made on the impugned orders show that claim of the petitioner has not been accepted by stating the ground that the claimant has been receiving cash medical allowance. Clause (2) of the endorsement on the impugned order dated 9.2.2006(Annexure P.9) reads as under:

> " (2) S.E. of circle UHBVN Jind alongwith medical bills and concerned vouchers. The claim for Rs. 6334/- has not been counter signed by the DMS, HPU stating that claimant was receiving cash medical allowance. This bill is also sent herewith."

Clause 2 of endorsement on the impugned order dated 3.5.2006 (Annexure P.10) is reproduced hereunder for ready reference:

> "(2) SP OP Circle UHBVN Jind alongwith medical bills and its enclosures. The other claims amounting to Rs.10921/-, Rs. 7943/- and 4699/- has not countersigned by the DMS HPU Panchkula the same are also returned herewith."

The stand of the respondents in their written statement is that once the employees are availing cash medical allowance then such employees are not

permitted to avail treatment in respect of chronic diseases from the State Government. It has been pointed out that as the petitioner has been withdrawing fixed medical allowance of Rs.250/- p.m. as indoor patient and, therefore, he would not be entitled for reimbursement of medical claim pertaining to medicines purchased after being discharged from the hospital as an outdoor patient. It was for this reason that the Director, Medical Service, Haryana Power Utility, Panchkula did not counter signed the vouchers for seeking reimbursement in respect of the medicines and the claim of the petitioner for reimbursement of his medical bill amounting to Rs. 30,387/- has been rightly rejected.

After hearing learned counsel for the parties, we find that the matter is no longer res-integra as the same is squarely covered by three judgements of this Court in the cases of Inder Pal Khod v. State of Haryana and others 2000(2) RSJ 152; Secretary to Govt. Punjab, Higher Educations Language Department, Punjab v. Harbhajan Kaur 2007(1) RSJ 61 and Krishna Kumar v. State of Haryana and others 1999(4) RSJ 386.

In Krishna Kumar's case (supra), the son of the employee had claimed medical reimbursement in respect of the expenses incurred while he was out door patient. It was held that the outdoor treatment which was a follow up and an integral part of the indoor treatment must also be reimbursed as indoor treatment. Similar view has been taken in Inder Pal Khod's case (supra) and in Harbhajan Kaur's case (supra).

The Division Bench in Harbhajan Kaur's case (supra) has referred to various other judgements for upholding the view taken by the learned Single as is discernible from a perusal of para 6 which reads as under:

> " The above observations clearly show that the claim of the respondent for reimbursement of medical expenses incurred by him is justified. Besides, the pronouncements of law by this Court as noticed above have held that an eligible employee/petitioner would be entitled to reimbursement of the medical expenses incurred as outdoor patient. This position has been reiterated by a Division Bench judgement of this Court in C.B.Gupta v. State of Haryana 2003(1) PLR 343 to which one of us (S.S.Nijjar, J.) was a party. Besides, it may also be noticed that Civil Appeal No. 4302 of 1999 titled Punjab State Electricity Board v. Jagsir S. Sandhu has been dismissed by the Supreme Court on 27.11.2001. Besides, Civil Appeal No. 2463-2464 of 1999 titled M.D., Sirsa Central Cooperative Bank Ltd. and another v. Ravi Kant and others was dismissed as withdrawn by the Supreme Court on 12.2.2001. In the circumstances, the action of the appellants making a distinction between those getting medical treatment as indoor patient and those getting as outdoor patient for the purposes of medical reimbursement is clearly unsustainable and has no rational basis of any object to be achieved. This is moreso for the reason that it is conceded position by the appellants itself that had the respondent undergone the dialysis as an indoor patient in any government hospital he would have been entitled to some, if not full, medical reimbursement for the expenses incurred."

When the principles laid down in the afore-mentioned judgements are applied to the facts of the present case, it becomes evident that the expenses

incurred by the petitioner on the follow-up treatment of his wife is intimately and closely connected with the outdoor treatment given to his wife. Merely because the petitioner was given fixed cash medical allowance of Rs.250/- cannot constitute a basis for rejecting the claim of medical reimbursement because such a treatment has to be considered intimately connected with the indoor treatment and would qualify for reimbursement. Therefore, the writ petition deserves to be allowed.

For the afore-mentioned reasons, this petition succeeds and the same is allowed. The endorsement no.2 made on the impugned orders dated 9.2.2006 (Annexure P.9) and 3.5.2006 (Annexure P.10) rejecting the claim of the petitioner for reimbursement of medical expenses are hereby quashed. A direction is issued to respondent no.1 to reimburse the medical expenses amounting to Rs.30,387/- incurred by the petitioner on the treatment of his wife. Let this amount be paid within a period of one month from the date of receipt of copy of this order. If the needful is not done within one month then the amount shall carry interest @ 12 percent p.a. from the date it was payable till the date of its actual payment.

(M.M.Kumar)
Judge

(Ajay Kumar Mittal)
Judge

17.7.2007
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